

12-22-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDED

102909354
TRADEMARKS

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

TA Licensing, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Citizenship (see guidelines) Delaware

Execution Date(s) December 1, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A.

Internal

Address: _____

Street Address: 270 Park Avenue

City: New York

State: NY

Country: US Zip: 10017

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule.

B. Trademark Registration No.(s)

See attached Schedule.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ms. Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth Street NW, Suite 920

City: Washington

State: DC Zip: 20005

Phone Number: 202.783.2700

Fax Number: _____

Email Address: pagadoa@federalresearch.com

6. Total number of applications and registrations involved:

34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 865.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date 12/31/04

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Elizabeth Steiner

Signature

12/21/04

Date

Elizabeth Steiner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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01 FC:8521

02 FC:8522

40.00 OP

825.00 OP

TRADEMARK
REEL: 003095 FRAME: 0346

Schedule II

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
TA Licensing, Inc.	BINGO TRUCK STOP (Nebraska)	873,292	12/01/86
TA Licensing, Inc.	BUCKHORN FAMILY RESTAURANT (United States)	2,503,355	11/06/01
TA Licensing, Inc.	COUNTRY PRIDE (United States)	1,497,166	07/19/98
TA Licensing, Inc.	COUNTRY PRIDE & DESIGN (United States)	1,962,627	03/19/96
TA Licensing, Inc.	EXPRESS LANE (United States)	1,796,524	10/05/93
TA Licensing, Inc.	FORK IN THE ROAD (United States)	2,486,341	09/04/01
TA Licensing, Inc.	FORK IN THE ROAD & DESIGN (United States)	2,618,111	09/10/02
TA Licensing, Inc.	KING OF THE ROAD (United States)	1,379,114	01/21/86
TA Licensing, Inc.	MRS. B'S (United States)	1,780,908	07/06/93
TA Licensing, Inc.	PRONTO! PAY (United States)	2,550,212	03/19/02
TA Licensing, Inc.	ROAD KING (United States)	781,013	12/01/64
TA Licensing, Inc.	ROADKING CLUB (United States)	2,709,717	04/22/03
TA Licensing, Inc.	ROAD KING DRIVER'S CLUB (United States)	1,369,595	11/05/85
TA Licensing, Inc.	SERVICE MAKES THE DIFFERENCE, OURS IS GUARANTEED (United States)	2,203,232	11/10/98
TA Licensing, Inc.	TA (Stylized) (United States)	2,498,123	10/16/01
TA Licensing, Inc.	TA AND DESIGN (United States)	1,490,220	05/31/88
TA Licensing, Inc.	TA & DESIGN (United States)	1,167,657	09/01/81
TA Licensing, Inc.	TA EXPRESS (United States)	1,917,096	09/05/95
TA Licensing, Inc.	TA ROADMILES (United States)	2,872,031	08/10/04
TA Licensing, Inc.	TA TRAVEL CENTER (AND DESIGN) (United States)	2,390,178	09/26/00
TA Licensing, Inc.	TA TRAVELCENTERS of AMERICA (United States)	2,469,954	07/17/01

[[NYCORP:2462650]]

	States)		
TA Licensing, Inc.	TRUCKSTOPS OF AMERICA (United States)	1,061,848	03/22/77

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
TA Licensing, Inc.	ACCESS TA (United States)	78/301,629	09/17/03
TA Licensing, Inc.	ACCESS TA & DESIGN (United States)	78/301,708	09/17/03
TA Licensing, Inc.	EXTRAMILES (United States)	78/301,520	09/17/03
TA Licensing, Inc.	GOASIS (United States)	78/512,875	11/08/04
TA Licensing, Inc.	REVVED UP ROADMILES (United States)	78/512,988	11/08/04
TA Licensing, Inc.	ROAD KING CHROME CLUB (United States)	76/307,675	08/31/01
TA Licensing, Inc.	TA SPEED ZONE (United States)	78/262,255	06/13/03
TA Licensing, Inc.	COUNTRY PRIDE (Canada)	1,160,273	
TA Licensing, Inc.	ROADKING CLUB (Canada)	1,189,807	
TA Licensing, Inc.	TA TRAVEL CENTRE (Canada)	1,159,861	
TA Licensing, Inc.	TA TRAVEL CENTER (Canada)	1,158,162	
TA Licensing, Inc.	TA DESIGN (Canada)	1,158,163	

[[NYCORP:2462650]]

TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2004, among TRAVELCENTERS OF AMERICA, INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (the "Subsidiary Parties") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the the Security Agreement, dated as of December 1, 2004, as amended, supplemented or otherwise modified from time to time, among the Borrower, the Lenders party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of December 1, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

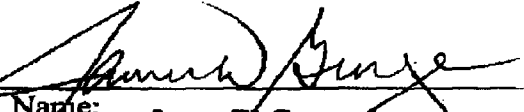
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[[NYCORP:2462650]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

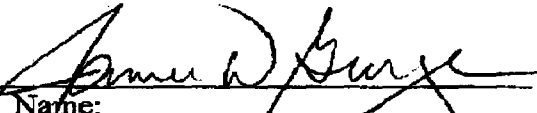
TRAVELCENTERS OF AMERICA, INC.,
a Delaware corporation,

by


Name: James W. George
Title: Executive Vice President,
CFO and Secretary

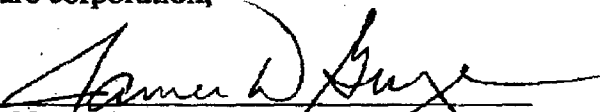
TA OPERATING CORPORATION., a
Delaware corporation,

by


Name: James W. George
Title: Executive Vice President,
CFO and Secretary

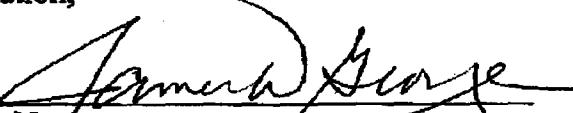
TA FRANCHISE SYSTEMS INC., a
Delaware corporation,

by


Name: James W. George
Title: Executive Vice President,
CFO and Secretary


TA LICENSING, INC., a Delaware
corporation,

by


Name: James W. George
Title: Executive Vice President,
CFO and Secretary


TA TRAVEL, L.L.C., a Delaware limited
liability company,

by


Name: James W. George
Title: Executive Vice President,
CFO and Secretary

[[NYCORP:2462550]]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by 
Name: William J. Caggiano
Title: Managing Director

[[NYCORP:2462650]]

Schedule I

<u>Subsidiary Parties</u>
TA Operating Corporation
TA Franchise Systems Inc.
TA Licensing, Inc.
TA Travel, L.L.C.

[[NYCORP:2462650]]

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